

Michael A. Maxey Jr. (SBN 221732)
HEALTHSOURCE GLOBAL STAFFING, INC.
39270 Paseo Padre Parkway, #138
Fremont, CA 94538
Telephone: (800) 458-8973, ext. 2315
Facsimile: (866) 908-2916
MichaelM@HealthSourceGlobal.com

*Attorney for Defendant HealthSource
Global Staffing, a California Corporation*

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

Joyce McCray-Key, individually, and on
behalf of other similarly situated persons,

Plaintiff,

vs.

Healthsource Global Staffing, and Does 1
through 100,

Defendants.

Civil Action, File No.: 4:14-cv-02122- JSW

**STIPULATION AND ~~PROPOSED~~ ORDER
TO ARBITRATE CLAIMS, DISMISS CLASS
ACTION AND REMAND INDIVIDUAL
CLAIMS**

Class Action

Date:

Time:

Courtroom:

Electronic Court Filing

WHEREAS, Plaintiff Joyce McCray-Key ("Plaintiff") filed this class action in the
Superior Court of the State of California, County of Alameda on March 10, 2014;

WHEREAS, this case was removed the United States District Court, Northern District of
California, on May 8, 2014,

WHEREAS, Plaintiff has received information and documents through informal
discovery, including receiving her personnel records, and performed a preliminary analysis of the
claims made in the class action filed;

WHEREAS, Plaintiff and Defendant HealthSource Global Staffing, Inc. ("HealthSource")

1 have discussed alternative methods of resolving the dispute in the most economic and efficient
 2 manner for the parties and the judicial systems in this case and agree this Stipulation and
 3 Proposed Order is a fair, reasonable and adequate manner in which to proceed with the claims in
 4 this case;

5 WHEREAS, pursuant to employment agreements the parties entered into, Plaintiff is
 6 willing to arbitrate all of her claims in one arbitration, except one, which is her individual claims
 7 relating to her September 2011;

8 WHEREAS, HealthSource has not admitted any fault, intends to vigorously dispute all of
 9 Plaintiffs' claims, and has not made any agreement, impliedly or expressly, to settle Plaintiff's
 10 claims – individually, or on behalf of the putative class – in exchange for a money;

11 WHEREAS, this Stipulation is the extent to which HealthSource and Plaintiff have made
 12 any agreement regarding this case and no separate settlement agreement exists;

13 WHEREAS, based on information Plaintiff has received through the litigation process to
 14 date, such as from declarations offered in support of HealthSource's petition to compel
 15 arbitration, including, that numerous other employees entered into agreements containing
 16 arbitration provisions at the same time and for the same five assignments that Plaintiff worked for
 17 HealthSource, Plaintiff believes that a class action may not be appropriate at this time;

18 WHEREAS, if the Court enters the attached Order based upon this Stipulation,
 19 Plaintiff is willing not to pursue and will not pursue, voluntarily participate in or be a
 20 representative in any class or collective action claims, including, but not limited to, any potential
 21 claims under the California Private Attorney General Act of 2004, based upon any claims that
 22 have or may have arisen against HealthSource to date;

23 WHEREAS, based on the above information, Plaintiff and HealthSource agree that this
 24 Stipulation and Order, should it be adopted by the Court, would be the best course for the claims
 25 of this case at this stage based on the anticipated complexities, expenses and likely duration of
 26 litigation in comparison to any potential recovery;

27 WHEREAS, upon the filing of this Stipulation signed by the parties, HealthSource
 28 requests that the pending Petition to Compel Arbitration and to Dismiss Entire Action be taken

1 off-calendar without prejudice to re-filing it in the event that the Court does not approve this
2 Stipulation and Order;

3 WHEREAS, because of this Stipulation, neither party shall be deemed to be the prevailing
4 party with respect to the resolution of the pending Petition to Compel Arbitration and to Dismiss
5 Entire Action pursuant to this Stipulation and Order.

6 NOW, THEREFORE, Plaintiff, individually, and on behalf of other similarly situated
7 persons, on the one hand, and HealthSource, on the other hand, AGREE, STIPULATE AND
8 JOINTLY MOVE the Court to:

- 9 1. Except for plaintiff's individual claims made relating to her assignment in September
10 2011, compel Plaintiff to arbitrate, in one arbitration, all of her claims against
11 HealthSource that have arisen to date, including those relating to assignments she
12 worked for HealthSource that started in or about December 2011, April 2012, June
13 2012 and October 2012;
- 14 2. Dismiss the class claims in the present action without prejudice;
- 15 3. Remand Plaintiff's individual claims, pertaining to her assignment in or about
16 September 2011, to the Superior Court of the State of California, County of Alameda;
- 17 4. Order Plaintiff not to seek, pursue, voluntarily participate in or be a representative in
18 any class or collective action claims, including, but not limited to, any potential claims
19 under the California Private Attorney General Act of 2004, based upon any claims that
20 have or may have arisen against HealthSource to date; and
- 21 5. Order Healthsource to refrain from seeking arbitration of any claims related to
22 Plaintiff's September 2011 assignment as long as Plaintiff maintains that action as an
23 individual claim.

24 Dated: August 7, 2014

HEALTHSOURCE GLOBAL STAFFING, INC.

25
26 By: /S/ Michael A. Maxey Jr.
Michael A. Maxey Jr., Esq.
27 39270 Paseo Padre Parkway, 138
28 Fremont, CA 94538

1 Dated: August 7, 2014

2 THE BLANCHARD LAW GROUP

3 By: /S/ Lonnie C. Blanchard, III.
4 Lonnie C. Blanchard, III., Esq.
5 3311 East Pico Boulevard
6 Los Angeles, CA 90023
7 ATTORNEY FOR PLAINTIFF JOYCE MCCRAY-
8 KEY, INDIVIDUALLY AND ON BEHALF OF
9 OTHER SIMILARLY SITUATED PERSONS

10 Dated: August 7, 2014

11 THE DION-KINDEM LAW FIRM

12 By: /S/ Peter R. Dion-Kindem
13 Peter R. Dion-Kindem, P.C.
14 21550 Oxnard Street, Suite 900
15 Woodland Hills, California 91367
16 Peter R. Dion-Kindem
17 ATTORNEY FOR PLAINTIFF JOYCE MCCRAY-
18 KEY, INDIVIDUALLY AND ON BEHALF OF
19 OTHER SIMILARLY SITUATED PERSONS
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ORDER

The Court has considered the above Stipulation, and finds that it is in the interests of all parties and in the service of judicial economy that the claims presently asserted by Plaintiff Joyce McCray-Key ("Plaintiff"), individually, and on behalf of other similarly situated persons, for failure to pay compensation, meal and rest period violations, waiting time wages, wage statement and recording violations, and violation of California Business and Professions Code section 17203, should not continue as a class action.

It is therefore ORDERED that:

1. Except for her individual claims made relating to her assignment in September 2011, Plaintiff shall arbitrate, in one arbitration, all of her claims against HealthSource that have arisen to date, including those relating to assignments she worked for HealthSource that started in or about December 2011, April 2012, June 2012 and October 2012;
2. The class claims in the present action are dismissed without prejudice;
3. Plaintiff's individual claims pertaining to her assignment in or about September 2011, are remanded to the Superior Court of the State of California, County of Alameda;
4. Plaintiff shall not seek, pursue, voluntarily participate in or be a representative in any class or collective action claims, including, but not limited to, any potential claims under the California Private Attorney General Act of 2004, based upon any claims that have or may have arisen against HealthSource to date; and
5. Healthsource shall not seek arbitration of claims related to plaintiff's September 2011 assignment as long as plaintiff maintains her state court action as an individual claim pertaining only to that assignment.

IT IS SO ORDERED THIS 11 day of August, 2014.


 Hon. Jeffrey S. White
 United States District Judge